

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into this 11th day of April, 2013 (the "Effective Date") between the Connecticut Health Insurance Exchange d/b/a Access Health CT, a quasi-public agency created by the State of Connecticut (the "State") pursuant to Public Act 11-53, with an office at 280 Trumbull Street, Hartford, Connecticut 06103 (the "Exchange") and New York Health Purchasing Alliance, Inc., d/b/a HealthPass, with an office at 61 Broadway, Suite 2705, New York, New York 10006-2821 (the "Contractor" or "HealthPass").

WHEREAS, the Exchange has issued a Request for Proposal dated December 17, 2012 (the "RFP") and the Contractor has responded to the RFP in a response dated January 22, 2013 (the "Response");

WHEREAS, the Contractor possesses experience and qualifications in performing the services described below and provides these services to various companies and organizations, and the Contractor has joined with bswift LLC ("bswift"), which pursuant to a subcontract with the Contractor, will provide business process technology and other services as detailed in the Response;

WHEREAS, the Exchange wishes to engage the Contractor to perform the services described below.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. The Exchange desires the Contractor to perform, and the Contractor agrees to perform, services with respect to the design, development and implementation of a Small Business Health Options Program ("SHOP") as specified in Exhibit A (the "Services").
2. Administration.
 - 2.1. The individuals in charge of administering this Agreement on behalf of the Exchange and the Contractor, respectively, are set forth on Exhibit A.
 - 2.2. Key staff personnel are identified in Exhibit A. The Exchange shall have the right to interview, screen and approve all new or replacement key staff proposed to provide the Services. If the Exchange requests that a key staff member of the Contractor no longer provide services to the Exchange under this Agreement, the Contractor shall remove such staff member from the assignment within seven (7) days and replace the staff member with an individual acceptable to the Exchange, such acceptance not to be unreasonably withheld.
 - 2.3. The Contractor shall provide the Exchange with a monthly report detailing any turnover in all staff used in performance of this Agreement.
3. Time of Performance and Term.
 - 3.1. The Contractor shall perform the Services at such times and in such sequence as may be reasonably requested by the Exchange consistent with the timelines agreed to in Exhibit A.

3.2. This Agreement will run from its Effective Date until December 31, 2016, unless sooner terminated in accordance with the provisions herein.

4. Termination.

4.1. Termination for Convenience

Notwithstanding any other provision of this Agreement, the Exchange may terminate this Agreement at any time without cause. The Exchange shall notify the Contractor in writing, specifying the effective date of the termination which shall be no fewer than sixty (60) days following the date of the written notice. The Contractor shall thereafter cease performance of the Services at once or in stages, as directed by the Exchange. The Contractor shall provide transition services, if requested by the Exchange, and shall be compensated for all reasonable costs of that performance, including reasonable overhead and profit. Such costs shall be mutually agreed to in good faith by the parties at the time transition services are requested.

In the event of a termination for convenience, the Exchange agrees to pay Contractor's direct costs associated with (i) the termination of the lease for Contractor's office space in Connecticut, provided that such space is used exclusively for rendering the services under this Agreement; and (ii) termination of agreements with other subcontractors and vendors, provided that the termination provisions of such agreements are reasonable and consistent with industry practice. The Contractor shall use all reasonable efforts and cooperate with the Exchange to mitigate costs associated with such terminations.

In no event may the Exchange exercise its right to terminate this Agreement for convenience within one (1) year of its Effective Date.

4.2. Breach/Termination for Cause

If the Contractor breaches this Agreement, the Exchange shall provide written notice of such breach to the Contractor. The Contractor shall have ten (10) calendar days from the date of the notice to cure the breach and shall provide the Exchange with daily progress reports, in a form requested by the Exchange. If the breach has not been cured within this ten (10) day period, the Exchange shall extend the cure period an additional ten (10) days so long as (i) the Contractor has been working diligently to cure and keeping the Exchange apprised of its progress; (ii) the breach reasonably requires more than ten (10) days to cure; and (iii) the breach has not affected the operations of the SHOP call center or other essential functions of the SHOP. If the breach remains uncured at the end of this ten (10) day extension period, the Exchange shall extend the cure period for an additional ten (10) days, if the conditions in (i), (ii) and (iii) above continue to be met. If at any point after the initial ten (10) day cure period, the conditions listed above are not met, or thirty (30) calendar days have passed since the Exchange's initial notice of the breach, the Exchange shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Contractor and/or (ii) cure the breach at the expense of the Contractor. If the Exchange elects to cure the breach, the Exchange shall have the right to (i) submit invoices to the Contractor for its reasonable expenses incurred in curing the breach, and the Contractor shall pay any such invoices within thirty (30) days following the invoice date and/or (ii) set-off the expenses incurred in curing the breach from any current and future amounts owed to the Contractor until the Exchange has been made whole for its expenditures. In the event the Exchange elects to terminate this Agreement, any

expenses incurred by the Exchange to cure the breach shall be recoverable by the Exchange only to the extent that such expenses do not duplicate payments which would otherwise have been owing to the Contractor.

4.3. If the Exchange fails to pay undisputed invoiced amounts when due, in addition to any other rights and remedies it may possess, the Contractor may terminate this Agreement for cause if the Contractor provides written notice of such failure to the Exchange, and the Exchange fails to pay the undisputed invoiced amounts within thirty (30) days following receipt of the notice.

4.4. Records and Final Billings

4.4.1. Unless otherwise instructed in writing by the Exchange, the Contractor shall assemble and deliver to the Exchange all Records (as defined in Section 7 below) in its possession or custody, as soon as possible and no later than the fifteenth (15th) day following the termination date. No later than thirty (30) days after the termination date, the Contractor shall submit its invoice for any amounts due for services performed through the termination date. If applicable, the Contractor may also subsequently submit invoices for transition services performed after the termination date and termination-related costs, as provided in Section 4.1.

4.4.2. The Exchange shall, within thirty (30) days of such billings, pay the Contractor for its performance rendered and accepted by the Exchange. The Exchange shall be entitled to off-set from this amount any amount owed by the Contractor to the Exchange pursuant to this Agreement. Notwithstanding any other term of this Agreement, the Contractor shall not be entitled to receive, and the Exchange shall not be obligated to tender to the Contractor, any payments for anticipated or lost profits.

5. Payment.

5.1. The Exchange agrees to compensate the Contractor as set forth in Exhibit A.

5.2. In addition to all other remedies that the Exchange may have, the Exchange may set off any costs or expenses that the Exchange incurs resulting from the Contractor's unexcused non-performance under this Agreement against any amounts that are due or may become due from the Exchange to the Contractor under this Agreement or any other agreement that the Contractor has with the Exchange. This right of setoff shall not be deemed to be the Exchange's exclusive remedy for the Contractor's breach of this Agreement, and all such remedies shall survive any setoffs.

6. Representations and Warranties. The Contractor represents and warrants to the Exchange for itself and for the Contractor Agents (as defined in Section 9.4 below), as applicable, that:

- a) The Contractor and Contractor Agents possess the experience, expertise and qualifications necessary to perform the Services;
- b) The Contractor and Contractor Agents are duly and validly existing under the laws of their states of organization and are authorized to conduct business in the State of Connecticut in the manner contemplated by this Agreement. The Contractor has taken all necessary action to authorize the execution, delivery and performance of

the proposal and this Agreement and has the power and authority to execute, deliver and perform its obligations under this Agreement;

- c) The execution, delivery and performance of this Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the state; or (3) any agreement, document or other instrument to which the Contractor is a party or by which it may be bound;
- d) Neither the Contractor nor any Contractor Agent is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any governmental entity;
- e) Neither the Contractor nor any Contractor Agent has, in any of their current or former jobs or assignments, been convicted of, or had a civil judgment rendered against them, for commission of fraud or a criminal offense in connection with obtaining or performing a transaction or contract with any governmental entity;
- f) Neither the Contractor nor any Contractor Agent is presently indicted or, to the best of the Contractor's knowledge, under investigation for, or otherwise criminally or civilly charged by, any governmental entity with commission of any of the offenses listed above; and
- g) Neither the Contractor nor any Contractor Agent has had one or more contracts with any governmental entity terminated for cause.

7. Records/Intellectual Property/Data.

7.1. Records

7.1.1. The term "Records" means all working papers and such other information and materials as may have been accumulated or generated by the Contractor or Contractor Agents in performing under this Agreement, including, but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form, including by magnetic or electronic means.

7.1.2. The Contractor, upon the request of the Exchange, shall promptly give to the Exchange all original Records, or, in the sole discretion of the Exchange, copies thereof. The Contractor shall otherwise maintain all original Records, or copies thereof, for a period of ten (10) years after the termination of this Agreement. Unless the Exchange designates otherwise in writing, all Records are the exclusive property of the Exchange and no one else shall have any right, including, but not limited to, any copyright, trademark or other intellectual property rights, in those Records.

7.2. Work Product

7.2.1. Subject to the other provisions of this subsection, the Exchange shall own all Work Product of the Contractor and Contractor Agents. Work Product shall

mean all software (including both object code in executable file format and source code), systems, inventions and related documentation first developed by Contractor or Contractor Agents pursuant to this Agreement. Work Product shall also include all information, data, reports, drawings, documents, processes, methods, programs, systems, procedures, studies, designs, models, inventions, specifications, computations, discoveries, improvements, and other tangible and intangible results of Contractor's services hereunder unique to this Agreement. To the extent such Work Product is copyrightable under the laws of the United States, such Work Product shall be "work made for hire" as defined in the copyright law, and the Exchange shall own the copyright therein. If for any reason any such Work Product does not qualify as a "work made for hire," Contractor hereby assigns to the Exchange, without any right of reversion, the copyright therein. The Exchange shall have the sole and exclusive right to register, hold and renew for its own benefit, all patents, copyrights and any and all other appropriate protection for all Work Product. To the extent that exclusive title or rights in any Work Product may not originally vest in the Exchange by operation of law or as otherwise contemplated hereunder, Contractor shall immediately, upon request, unconditionally and irrevocably assign, transfer and convey to the Exchange all right, title and interest therein, without additional cost to the Exchange. Contractor shall promptly give the Exchange all reasonable assistance and execute all documents the Exchange may reasonably request to enable the Exchange to perfect, preserve, enforce, register and record its rights in and to all Work Product.

7.2.2. The Contractor's duties include the development of certain custom software described in Schedule 4 hereto ("Custom Software"). The Exchange shall own all right, title and interest in and to the software listed in Schedule 4, including the copyright therein, as provided above. The Exchange hereby grants the Contractor and its subcontractor bswift a non-exclusive, perpetual, royalty-free license to use such software. The Exchange shall not own any software not specifically listed in Schedule 4 and any amendments to Schedule 4 must be authorized in writing by bswift's CEO.

7.2.3. The Contractor represents and warrants that the Services and any products of the Services (except the accurate reproduction of information or materials supplied by the Exchange) shall not infringe any third-party copyright, patent, trademark, trade secret or other proprietary right, including the rights of publicity and privacy.

7.3. Data

7.3.1. The Exchange shall retain all right, title and interest in and to all information and other data created as a result of the provision of the Services, including, but not limited to, information and data furnished by the Exchange, employers, employees or others, or otherwise collected through, made in conjunction with, or contained in files associated with the SHOP extranet site. Contractor may not use this data or information for any purpose other than to perform the Services. Upon expiration or termination of this Agreement, all rights of the Contractor to the use of such data or information shall immediately

terminate without further notice and Contractor shall return all such data and information and all copies thereof to the Exchange.

7.3.2. Notwithstanding the foregoing, the Exchange hereby consents to Contractor's use of "De-identified Data," as defined below, as part of aggregate data sampling and analysis for purposes of bswift's third party benchmarking tool, decision support tools and studies. During the term of this Agreement the Exchange shall have access to all such tools and studies, without additional charge. De-identified Data may include data relating to employer contribution strategies, employee demographic information, employee benefit selection data and voluntary benefit purchasing patterns. "De-identified Data" shall mean data that is de-identified by bswift, at bswift's own expense, in accordance with the standards set forth in 45 C.F.R. § 164.514, and any other applicable laws, as amended from time to time. Any reporting or use by Contractor or bswift based on De-identified Data must not identify or permit the identification of any particular employee or employer and must comply with all laws and regulations regarding the protection and security of personally-identifiable information. Under no circumstances may Contractor or bswift provide data to a third party that would enable the third party to disaggregate data to identify employees and/or employers. De-identified Data may continue to be used by Contractor after expiration or termination of this Agreement for up to a year after expiration or termination, until the next refresh of the bswift data warehouse, at which time the De-Identified Data from the Exchange shall be deleted.

7.3.3. The Contractor shall maintain adequate documentation of the security controls implemented to protect the security of all data and information acquired or managed by it under this Agreement and will make available the documentation for onsite review only at the bswift corporate office maintained at 10 S. Riverside Plaza, Chicago, IL 60606. Contractor and its subcontractor, bswift, will provide access to review documentation onsite and reasonable access to bswift personnel and bswift locations by the Exchange and its designated representatives for the purpose of performing audits and inspections to verify the integrity of Contractor's systems, examine and verify Contractor's operations, security procedures, controls, disaster recovery planning and testing. Exchange representatives seeking to exercise the rights provided in this clause will be required to meet bswift security criteria and shall execute nondisclosure agreements relating to the information disclosed which are reasonably acceptable to bswift prior to obtaining access to any information hereunder.

7.4. Software Licenses: Notwithstanding anything to the contrary in this Agreement, to the extent the Contractor's Services incorporate any pre-existing software owned by a party other than the Contractor (the "Software Publisher"), the rights of the Exchange to such software shall be set forth in software licenses between the software publisher and the Exchange. Contractor will assume operational and financial responsibility for all such third-party software and any related payment obligations during the term hereof to the same extent as if Contractor was the licensee of such software. Contractor will pay such third party licensors directly for all license fees, royalties, use, support and all other charges and amounts due under such software licenses.

7.5. Federal Requirements: In addition to the foregoing subsections of this Section 7, and without limiting any rights granted to the Exchange thereunder, the Contractor explicitly agrees to the following: This Agreement is in support of Connecticut's implementation of the Patient Protection and Affordable Care Act of 2010, and is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare and Medicaid Services. This Agreement is subject to, and incorporates by reference, 45 CFR 74.36 and 45 CFR 92.34 governing rights to intangible property. Intangible property includes but is not limited to: computer software; patents, inventions, formulae, processes, designs, patterns, trade secrets, or know-how; copyrights and literary, musical, or artistic compositions; trademarks, trade names, or brand names; franchises, licenses, or contracts; methods, programs, systems, procedures, campaigns, surveys, studies, forecasts, estimates, customer lists, or technical data; and other similar items. The Exchange shall own the copyright in any Work Product that is subject to copyright and was developed, or for which ownership was purchased, under this Agreement. The Contractor must deliver all intangible property, including but not limited to, intellectual property, to the Exchange in a manner that ensures the Centers for Medicare & Medicaid Services, an agency of the Department of Health and Human Services, obtains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work Product for Federal purposes, and to authorize others to do so. Federal purposes include the purpose of administering Connecticut's Exchange under the Affordable Care Act of 2010. The Contractor is further subject to applicable regulations governing patents and inventions, including those issued by the Department of Commerce at 37 CFR Part 401. To the extent that the rights granted to the Exchange pursuant to this paragraph are greater than the rights granted to the Exchange elsewhere in this Agreement, the provisions of this paragraph shall control. No other provision of this Agreement shall limit the rights granted under this provision, and in the event of such a conflict, this provision shall control.

8. Insurance.

8.1. Except as otherwise provided in this Section 8, the Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance in the following kinds and amounts:

Workers' Compensation Insurance as required by state statutes and employer's liability insurance covering all of the Contractor's employees acting within the course and scope of their employment with the following limits.

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

This policy shall contain a waiver of subrogation against the State and the Exchange to be in effect as of September 1, 2013.

Commercial General Liability Insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

a) Each occurrence	\$1,000,000
b) General Aggregate	\$2,000,000
c) Products and Completed Operations Aggregate	\$1,000,000

No later than September 1, 2013 these limits shall be increased to the following:

a) Each occurrence	\$ 2,000,000
b) General Aggregate	\$10,000,000
c) Products and Completed Operations Aggregate	\$ 2,000,000

The Contractor can satisfy these requirements with a combination of underlying general liability and excess/umbrella liability coverage.

If the annual aggregate limit is reduced below \$10,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Exchange a certificate or other document satisfactory to the State showing compliance with this provision.

Automobile Liability Insurance of \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own any automobiles, but they are used in the execution of the Agreement, then only hired and non-owned coverage is required. If no vehicles are used in the execution of the Agreement then automobile coverage is not required.

Property Insurance covering (i) all office furniture, trade fixtures, office equipment, merchandise and all other items of the Contractor's property used in providing the Services, including tenant improvements and all alterations and other improvements and additions in and to any premises used by the Contractor to provide the Services (the "Premises"). Such insurance shall be written on an "all risks" of physical loss or damage basis, for the guaranteed replacement cost value new without deduction for depreciation of the covered items. As of September 1, 2013, this coverage must also include business interruption, loss-of-income and extra-expense insurance in such amounts for direct or indirect loss insured against by prudent tenants or attributable to prevention of access to the Premises as a result of such perils.

Crime Insurance shall be placed by the Contractor with an annual aggregate of \$5,000,000. It shall provide coverage for employee dishonesty and for the Exchange's property in the care, custody and control of the Contractor.

- i. The policy shall include coverage for all directors, officers, and employees of the Contractor.
- ii. The policy shall include coverage for the Exchange and its clients.
- iii. The policy shall include coverage for extended theft and mysterious disappearance.
- iv. The policy shall not contain a condition requiring an arrest and conviction.
- v. Policies shall be endorsed to provide coverage for computer crime/fraud.

This coverage need not be in effect when this Agreement is executed, but shall be in effect no later than September 1, 2013 and shall name as joint loss payees the Exchange and the State of Connecticut.

Professional Liability Insurance for marketing services with a minimum limit of liability of not less than \$2,000,000 per claim and an annual aggregate of \$2,000,000, and for agents professional liability (errors and omissions) with a minimum limit of liability of not less than \$2,000,000 per claim and an annual aggregate of \$4,000,000.

Network Liability Insurance with a minimum limit of liability of not less than \$1,000,000 per claim and an annual aggregate of \$1,000,000, with cyber coverages for defense and damages resulting from extortion, business interruption, software attacks, patent infringement, privacy, advertising, vandalism and denial of service, crisis response and governmental investigations. This coverage need not be in effect when this Agreement is executed, but must be in effect no later than September 1, 2013.

- 8.2. The Contractor shall require bswift to obtain and maintain at all times during the term of this Agreement insurance identical to that required of the Contractor above, except for the following:

Commercial General Liability Insurance – bswift shall maintain the coverages specified above, except that its general aggregate coverage in effect upon the execution of this Agreement shall be \$5,000,000, with such amount to be increased to \$10,000,000 on September 1, 2013.

Professional Liability Insurance – bswift shall maintain coverage with a minimum limit of liability of not less than \$10,000,000 per claim and an annual aggregate of \$10,000,000 in effect upon the execution of this Agreement, which amounts must be increased to \$20,000,000 per claim and an annual aggregate of \$20,000,000 no later than September 1, 2013. This policy shall have coverages for all Services provided hereunder and include an endorsement for technology errors and omissions covering defense costs and/or damages resulting from programming errors, software performance, design failure of electronic work processes, integration, records management and compliance. If an endorsement is not made, a separate technology E&O policy must be obtained by the Contractor.

Network Liability Insurance – as specified above, with a minimum limit of liability of not less than \$10,000,000 per claim and \$10,000,000 annual aggregate in effect upon the execution of this Agreement, which amounts must be increased to \$20,000,000 per claim and \$20,000,000 annual aggregate no later than September 1, 2013.

Crime Insurance – as specified above, with an annual aggregate of \$1,000,000 in effect upon the execution of this Agreement, which amount shall be increased to \$5,000,000 no later than September 1, 2013.

- 8.3. The Exchange and the State of Connecticut shall be named as additional insureds on all Commercial General Liability, Automobile Liability, Employer's Liability, Professional Liability and Network Liability policies, unless such endorsement is not commercially available, no later than September 1, 2013. All coverage required will be primary over any insurance or self-insurance program carried by the Exchange or the State. (The policies shall be endorsed to include the following additional insured language: "The

Connecticut Health Insurance Exchange d/b/a Access Health CT and the State of Connecticut shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of [HealthPass] [bswift]." The insurance shall include notification to the Exchange of cancellation or non-renewal 30 days prior to cancellation (10 days for nonpayment of premium). If the insurer cannot comply with this notice of cancellation of coverage to the Exchange, the Contractor will notify the Exchange in writing within ten business days of its receipt of notice of cancellation or nonrenewal. All insurance policies must include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the Exchange, the State of Connecticut and their agencies, institutions, organizations, officers, agents, employees and volunteers. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies having a Best's rating of A- or better or equivalent rating by Fitch or S&P.

8.4. The Contractor shall provide certificates showing insurance coverage required by this Agreement (including the insurances required to be maintained by bswift), to the Exchange upon execution of this Agreement, with updated certificates showing the additional coverage required on September 1, 2013. No later than 15 days prior to the expiration date of any such coverage, the Contractor shall deliver to the Exchange certificates of insurance evidencing renewals thereof (including bswift's policies). At any time during the term of this Agreement, the Exchange may request in writing and the Contractor shall, thereupon within 10 days supply, satisfactory evidence that all of the insurance terms are met.

8.5. The Exchange may require any other subcontractor retained by the Contractor in the performance of the Services to secure appropriate insurance coverage.

9. Indemnification.

9.1. The Contractor shall indemnify, defend and hold harmless the Exchange, the State and their respective officers, directors, representatives, agents, servants, employees, successors and assigns from and against any and all (a) Claims (as defined below) arising, directly or indirectly, in connection with the Contractor's performance of this Agreement, including any acts of commission and/or any omissions (collectively the "Acts"), of the Contractor or Contractor Agents (as defined below); and (b) liabilities, damages, losses, costs and expenses, including, but not limited to, fines/penalties, attorneys' fees and other professionals' fees, arising, directly or indirectly, in connection with the Claims, Acts or Agreement. The Contractor shall use professionals reasonably acceptable to the Exchange in carrying out its obligations under this Section.

9.2. The Contractor shall not be responsible for indemnifying or holding the Exchange harmless from any liability arising due to the sole negligence of the Exchange.

9.3. The Contractor's duties under this Section 9 shall remain fully in effect and binding, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the Exchange or the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

9.4. The term "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any form.

9.5. The term "Contractor Agents" means the Contractor's members, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees, or any other person or entity whom the Contractor retains to perform under this Agreement in any capacity.

9.6. The Contractor shall require its subcontractor, bswift, to provide an indemnity identical to the indemnity provided above whereby bswift indemnifies the Exchange and the State (and their respective representatives identified above) in connection with bswift's performance of its subcontract relating to this Agreement. The bswift subcontract shall also provide that the Exchange shall be a third party beneficiary of its agreement with the Contractor.

10. Independent Contractor. The Contractor is an independent contractor of the Exchange. This Agreement shall not create the relationship of employer and employee, a partnership or a joint venture between the Contractor and the Exchange. The Contractor shall be solely liable for all wages, benefits and tax withholding for its employees and shall comply with all applicable laws relating to its employees. The Contractor is not an agent of the Exchange and shall have no authority to bind the Exchange.

11. Compliance with Laws. The Contractor and Contractor Agents will comply with all applicable state and federal laws and municipal ordinances in satisfying obligations under this Agreement, including, but not limited to, Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and 45 C.F.R. § 155.260, concerning the privacy and security of personally identifiable information, as well as all other applicable laws and regulations regarding the confidentiality of personal information.

12. Nondiscrimination, Affirmative Action, State Ethics, Executive Orders and Trafficking Victims Protections Act of 2000 and FFATA. Without limiting the generality of any other provision of this Agreement, the Contractor shall comply with all provisions set forth on Exhibit B.

13. Change Orders.

13.1. In the event that the Exchange wishes to make a material change to the Services, it may submit a proposed "Change Request." The parties shall meet to review the Change Request in good faith to determine whether the Change Request can be performed without increasing the cost of the Services. If the change can be performed without an increase in cost, then, notwithstanding any other provision of this Agreement, the Contractor shall implement the Change Request within a reasonable period of time. If the Change Request cannot be performed without increasing the cost of the Services, the parties shall negotiate in good faith to achieve cost savings in other areas so that the overall cost to the Exchange is not increased. If other cost savings are possible such that there is not an increase in overall cost to the Exchange, then, notwithstanding any other provision of this Agreement, the Contractor shall implement the Change Request within a reasonable period of time. If neither of the foregoing is possible and the Change Request is required to comply with a change in state or federal law or regulation or carrier-driven policies, the parties shall negotiate in good faith an equitable charge for the Change Request that is consistent with the rate card attached as Exhibit C hereto and with the pricing of the Services overall. If the change in law or regulation applies only to the Exchange, the Exchange shall pay one hundred (100%) percent of such charge. If the change

in law or regulation affects multiple HealthPass or bswift clients, the charge shall be divided among the affected clients and the Exchange shall pay its share. (To facilitate this process, HealthPass shall, upon request, certify in writing the number of other clients of HealthPass and/or bswift affected by any particular change, or that no other clients are so affected.) The Contractor shall implement the Change Request within a reasonable period of time, but in no event later than the date required by the law or regulation. If the Change Request cannot be implemented without an increase in cost after good faith negotiations and the Change Request is not based in any way on a change in state or federal law or regulation or carrier-driven policies, then the parties shall negotiate in good faith an equitable charge for the Change Request that is consistent with the rate card attached as Exhibit C hereto and with the pricing of the Services overall, and the Contractor shall implement the Change Request within a reasonable period of time. The Exchange shall not be liable for any charges in connection with any Change Request unless it has agreed to those changes in a written Change Order signed by the Chief Financial Officer ("CFO") of the Exchange.

13.2. If a change in federal or state law or regulation will permit a reduction in the cost of rendering the Services, the Exchange may submit a Change Request to the Contractor. The parties shall meet to review the Change Request in good faith to determine whether the change in federal or state law or regulation will permit a reduction in the cost of rendering Services, and if so, the amount that such reduction will reduce the Contractor's charges hereunder. The Contractor shall implement any Change Request agreed to pursuant to this Section 13.2 within a reasonable period of time and thereafter, its charges shall be reduced as agreed by the parties.

13.3. For purposes of this Section 13, a change is material if the performance of the change will require material additional resources beyond those necessary to provide the Services as described in this Agreement. For avoidance of doubt, a material change will not include the need for additional resources to perform Services as already required by the Agreement or additional work needed to revise or correct Services already performed in order to satisfy requirements, including Service Level Requirements, contained in the Agreement. If the Exchange requests a change which is not material, the Contractor shall perform the change without a Change Request; provided, however, that any such change shall be documented via email.

13.4. For purposes of this Section 13, any additional out-of-pocket costs (such as those related to a purchase of equipment), included in a Change Order agreed to by the parties shall be passed through to the Exchange without mark-up of any kind.

14. Confidentiality/Data Security and FOIA.

14.1. In the event and to the extent that the Contractor has access to information which is confidential or of a proprietary nature to the Exchange, including, but not limited to, Records, enrollment lists and personal data, technical, marketing and product information and any other proprietary and trade secret information, whether oral, graphic, written, electronic, or in machine readable form ("Confidential Information"), the Contractor agrees to keep all Confidential Information strictly confidential and not to use or disclose to others the Confidential Information without the Exchange's prior written consent. If the Contractor is required to disclose Confidential Information by law or order of a court, administrative agency, or other governmental body, then it shall provide the Exchange with prompt notice of the order or requirement, so that the Exchange may seek a protective order or otherwise prevent or restrict such disclosure. Nothing in this subsection 14.1 shall be deemed to limit, supersede or replace any other

obligations of the Contractor under this Agreement, including, without limitation, the Contractor's obligations to protect personally-identifiable information under all applicable state and federal laws.

14.2. The Contractor shall abide by all information security and data privacy standards and requirements contained in the RFP, the Response and all applicable laws, including, without limitation, 45 C.F.R. § 155.260 and any amendments thereto. These standards include, but are not limited to, encryption, redundant firewalls, vulnerability assessments, virus controls, password maintenance and compliance with all applicable federal and state privacy and security standards and requirements. The Contractor shall meet all applicable industry standards and any other reasonable requirements regarding data privacy and security adopted by the Exchange. In addition, if credit card payments are involved, the Contractor shall comply with the Payment Card Industry Data Security Standard. With respect to any breach of security or loss of data, the Contractor shall notify the Exchange and the Connecticut Attorney General as soon as practicable but not later than twenty-four (24) hours after the earlier of: (i) the discovery, or (ii) suspicion of such breach or loss. In addition to this notification requirement, should a data breach or loss occur, the Contractor shall, within three (3) business days after the notification, present to the Exchange and the Connecticut Attorney General, for review and approval, a credit monitoring or protection plan that the Contractor shall make available at its own cost and expense to all individuals affected by the breach or loss. Unless otherwise agreed to in writing by the Exchange and/or the Connecticut Attorney General, as necessary and/or appropriate, such a plan shall be offered to each such individual free of charge and shall consist of, at a minimum, the following:

- 1) Reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a;
- 2) Credit monitoring services consisting of automatic daily monitoring of at least three (3) relevant credit bureau reports;
- 3) Fraud resolution services, including writing dispute letters, initiating fraud alerts and security freezes, to assist affected individuals to bring matters to resolution; and
- 4) Identity theft insurance with at least \$ 25,000 coverage.

Such credit monitoring or protection plans shall cover a length of time commensurate with circumstances of the breach or loss, but under no circumstances shall the credit monitoring and protection plan be for less than two (2) calendar years from the plan start date. The Contractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Exchange or any State of Connecticut entity. Nothing in this subsection 14.2 shall be deemed to limit, supersede or replace any other obligations of the Contractor with respect to a security breach or loss of data or affect the Exchange's rights and remedies against Contractor in the event of such a breach or loss.

14.3. The Contractor acknowledges that the Exchange is subject to the Connecticut Freedom of Information Act ("FOIA"). As a result, no information provided to the Exchange by the Contractor or any Contractor Agent, regardless of its form, shall be considered confidential, even if marked as such, unless it is entitled to protection under a FOIA exemption. In no event shall the Exchange have any liability for the disclosure of documents or information in its

possession which the Exchange believes it is required to disclose pursuant to FOIA or any other law.

15. Notices. Any notice required or permitted to be given under this Agreement shall be deemed to be given when hand delivered or one (1) business day after pickup by any recognized overnight delivery service. All such notices shall be in writing and shall be addressed as follows:

If to the Exchange:

Connecticut Health Insurance Exchange (d/b/a Access Health CT)
280 Trumbull Street
Hartford, CT 06103
Attention: Chief Operating Officer
General Counsel

If to the Contractor:

New York Health Purchasing Alliance, Inc.
61 Broadway Suite 2705
New York, NY 10006
Attn: Chief Executive Officer, and
Director, Strategic Initiatives

16. Miscellaneous.

16.1. This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut, without regard to its conflicts of law principles. The parties irrevocably consent to the exclusive jurisdiction and venue of any state or federal court of competent jurisdiction in Hartford County, Connecticut in any action, suit, or other proceeding arising out of or relating to this Agreement, and waive any objection to venue based on the grounds of *forum non conveniens* or otherwise.

16.2. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Notwithstanding the foregoing, the Contractor may not assign this Agreement or delegate its duties without the Exchange's prior written permission. Any assignment in violation of this provision will be null and void. The Exchange may transfer or assign its rights and obligations under this Agreement without the prior written consent of the Contractor.

16.3. If any provision of this Agreement, or application to any party or circumstances, is held invalid by any court of competent jurisdiction, the balance of the provisions of this Agreement, or their application to any party or circumstances, shall not be affected, provided that neither party would then be deprived of its substantial benefits hereunder.

16.4. The Exchange and the Contractor shall not be excused from their obligations to perform in accordance with this Agreement except in the case of force majeure events and as otherwise provided for in this Agreement. "Force majeure events" means events that materially affect the time schedule within which to perform and are outside the control of the party

asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war. In the event a party is unable to perform its obligations under this Agreement as the result of a Force Majeure Event, such party shall: (i) immediately notify the other party in writing of the existence, nature and expected duration of the Force Majeure Event and the measures such party will take to overcome the effects of the Force Majeure Event and resume full performance of its obligations under this Agreement as soon as possible; and (ii) use its best efforts to overcome the effects of the Force Majeure Event and resume full performance of its obligations under this Agreement as soon as possible.

16.5. Except for the fact that this contract has been awarded to the Contractor, the Contractor shall not refer to the Services provided to the Exchange for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the Exchange's prior written approval.

16.6. The Contractor shall cooperate fully with any and all audit or review of billing by the Exchange or any other agency, person or entity acting on behalf of the Exchange, and shall, upon request, provide billing in a format which will facilitate audit or review.

16.7. The parties shall continue to perform their obligations under this Agreement while any dispute concerning this Agreement is being resolved.

16.8. Neither the failure nor the delay of any party to exercise any right under this Agreement on one or more occasions shall constitute or be deemed a waiver of such breach or right. Waivers shall only be effective if they are in writing and signed by the party against whom the waiver or consent is to be enforced. No waiver given by any party under this Agreement shall be construed as a continuing waiver of such provision or of any other or subsequent breach of or failure to comply with any provision of this Agreement.

16.9. If at any time the Exchange deems it necessary or advisable to enter into a Business Associate Agreement with the Contractor pursuant to HIPAA, the HITECH Act or any regulations promulgated thereunder, the Contractor shall execute a Business Associate Agreement upon the written request of the Exchange.

16.10. The Exchange's rights and remedies provided in this Agreement shall not in any case be exclusive and all such rights and remedies shall be in addition to all other rights and remedies the Exchange may have at law or in equity.

16.11. The parties acknowledge and agree that nothing in any request for proposal, response or this Agreement shall be construed as a modification, compromise or waiver by the Exchange of any rights or defenses or any immunities provided by federal or state law to the Exchange or any of its officers and employees. To the extent that this Section conflicts with any other section, this Section shall govern.

16.12. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope of content of any of its provisions.

16.13. Any provision of this Agreement, the performance of which requires that it be in effect after the expiration and/or termination of this Agreement, shall survive such expiration and/or termination.

16.14. This Agreement, including all exhibits and schedules hereto, constitutes the entire agreement between the parties and supersedes all other agreements, promises, representations, and negotiations, regarding the subject matter of this Agreement.

16.15. No amendment or modification of this Agreement or any of its provisions shall be effective unless it is in writing and signed by both parties.

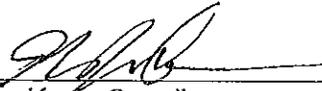
16.16. This Agreement may be executed in any number of counterparts and by facsimile signature. All of such counterparts taken together shall, for all purposes, constitute one agreement binding upon all of the parties.

[Signature page follows]

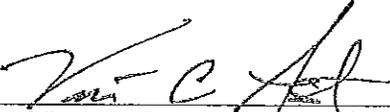
IN WITNESS WHEREOF, this Agreement has been read and signed by the duly authorized representative of each party.

THE CONNECTICUT HEALTH
INSURANCE EXCHANGE
d/b/a ACCESS HEALTH CT

NEW YORK HEALTH PURCHASING
ALLIANCE, INC.
61 BROADWAY SUITE 2705
NEW YORK, NY 10006

By: 

Name: Kevin Counihan
Title: Chief Executive Officer

By: 

Name: Vincent C. Ashton
Title: Chief Executive Officer

Exhibit A

Services

The Contractor shall provide the Services set forth in the RFP and the Response, including, but not limited to, the Requirements Traceability Matrix contained in the RFP. Any ambiguity or inconsistency between the RFP, the Response and this Agreement shall be resolved by applying the following order of precedence:

- 1) this Agreement, including any exhibits, schedules and amendments thereto;
- 2) the Response*; and
- 3) the RFP.

Without limiting the generality of the foregoing, the Contractor shall be responsible for complying with the Service Level Requirements attached hereto as Schedule 2. Failure to comply with these requirements will result in the penalties set forth on such Schedule; provided, however, that the imposition of such penalties shall not be deemed to be the Exchange's exclusive remedy for the Contractor's breach of any Service Level Requirement(s) and the parties acknowledge that certain breaches of Service Level Requirements may constitute a breach of this Agreement.

*The parties agree that Section 2.6 of the Response concerning the Contractor's assumptions, shall be deemed to be revised as follows:

Assumptions

- 1) All employers will pay the Exchange directly and not be permitted to pay the carriers directly.
- 2) The Exchange will not need more than four (4) licenses to access the Call Center CRM solution.
- 3) The Contractor will be responsible for the routine, ongoing education, interactions and updates with respect to plan changes, guideline modifications, etc. The Contractor will provide all ongoing training and certification as necessary, as well as design implementation and subsequent updates of training modules.
- 4) Navigators will be paid separately. SHOP funds will not be used to pay Navigators.
- 5) Broker commissions will be reported on and paid through the SHOP.
- 6) The Exchange will establish a trust through which employer funds will flow.

Staffing

The key staff members of the Contractor primarily responsible for the performance of this Agreement are Mark Kessler, Jonah Morrison and Michael Glantz. The Contractor may not change these individuals without the prior written consent of the Exchange. The Contractor may not retain a subcontractor to perform any material portion of the Services without the prior written approval of the Exchange, which shall be timely provided and not unreasonably withheld. The subcontract entered into by the Contractor with bswift shall contain terms and conditions substantially and materially similar to those provided in this Agreement and the Exchange shall have the right to approve such subcontract prior to its execution. With respect to any other material subcontracts, the Contractor shall consult with the Exchange and include in such subcontracts any provisions including, without limitation, insurance requirements, reasonably

requested by the Exchange. The Contractor shall be responsible and liable for any subcontractor's acts or omissions, on the same basis as if such act or omission had been the act or omission of the Contractor.

Administration

The individual in charge of administering this Agreement on behalf of the Exchange is David Lynch. The Exchange shall provide the Contractor with written notice of any change in the individual administering this Agreement.

The individual in charge of administering this Agreement on behalf of the Contractor is Mark Kessler.

Deadlines/Timeline

No later than fourteen (14) days following the execution of this Agreement, the parties shall develop and execute a work plan (the "Work Plan") which shall include a timeline and deadlines for the various phases of work to be completed by the Contractor. The Work Plan shall replace the Work Plan in Section 5.2 of the Response.

Compensation

The fixed price for stand-up work and the fixed price for monthly charges are as set forth on Schedules 1 and 3, respectively.

The Exchange shall pay the fixed price for stand-up work in accordance with Schedule 1. The Exchange shall not be liable for any stand-up costs in excess of the price set forth on Schedule 1.

The Contractor shall invoice the Exchange on a monthly basis for the monthly charges and shall show as a detailed deduction from the amount owed any penalties incurred in connection with the Service Level Requirements in Schedule 2. If the Contractor fails to deduct any penalties owed, the Exchange shall have a right to calculate the deduction and deduct such penalties from the invoiced amount.

The monthly charges and fixed price for stand-up work are all-inclusive. The Exchange shall not be required to reimburse Contractor for any out-of-pocket costs or expenses which are not otherwise included in the Contractor's stand-up and monthly charges.

Billing

All invoices must include such reasonable detail consistent with the fixed price arrangement as the Exchange requires from time to time and must be sent as directed by the Exchange. The Exchange shall pay undisputed invoices within thirty (30) days following receipt.

Exhibit B

A. Nondiscrimination and Affirmative Action

- a) For purposes of this Section A of this Exhibit B, the following terms are defined as follows:
- i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of this Agreement;
 - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
 - v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - vii. "marital status" means being single, married, widowed, separated or divorced as recognized by the State of Connecticut,;
 - viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders," or a record of or regarding a person as having one or more such disorders;
 - ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which are owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
 - x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include an agreement where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to, any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an

agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- b) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, genetic information, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, genetic information, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and/or the Exchange and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order the Commission may direct as a means of enforcing such

provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

B. Certain State Ethics Requirements.

- a) For all State contracts as defined in P.A. 07-01 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contributions and solicitation prohibitions and will inform its principals of the contents of the notice.
- b) Pursuant to Governor M. Jodi Rell's Executive Order No. 1, paragraph 8, and Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10(a), the Contractor must submit a contract certification annually to update previously-submitted certification forms for state contracts. Contractors must use the Gift and Campaign Contribution Certification (OPM Ethics Form 1) for this purpose, attached as Appendix A. The first of these OPM Ethics Form 1 certifications is due on the first annual anniversary date of the execution of this Agreement and subsequent certifications are due on every succeeding annual anniversary date during the time that this Agreement is in effect, including the first anniversary date following the termination or expiration of this Agreement or conclusion of the Services. This provision shall survive the termination or expiration of this Agreement in order for the Contractor to satisfy its obligation to submit the last certification.

C. Applicable Executive Orders of the Governor.

The Contractor shall comply, to the extent applicable, with the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace and Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms. These Executive Orders are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At the Contractor's request, the Exchange shall provide a copy of these orders to the Contractor.

D. Trafficking Victims Protections Act of 2000, as amended.

Neither the Contractor nor the Contractor's employees shall:

- i. engage in severe forms of trafficking in persons during the term of this Agreement;

- ii. procure a commercial sex act during the term of this Agreement; or
- iii. use forced labor in the performance of this Agreement.

EXHIBIT C

Rate Card

HealthPass and bswift Hourly Rates* are as follows:

- Executive Resource: \$400
- Senior resource: \$250
- Mid-level resource: \$175
- Junior resource: \$100
- Entry level resource: \$75

* Rates are blended rates and may vary based on the individual requested

SCHEDULE 1

Stand-Up Work Prices

Description	Price
Infrastructure	\$ 458,000
Information/Technology	200,000
Pre-Initial Enrollment Services	115,000
Pre-Initial Enrollment Personnel	1,924,800
Establish Insurance Trust	15,000
Total HealthPass Start-Up	2,712,800
Total bswift Start-Up	937,200
Total Fixed Price Stand-Up	3,650,000

Payment Schedule

Fifty (50%) percent of the Stand-Up Price (\$1,825,000) shall be paid upon execution of this Agreement. The remaining fifty (50%) percent shall be payable when all of the above-referenced items have been completed and the SHOP system is live and operational. The parties acknowledge that under the Affordable Care Act ("ACA") the system must be live and operational by October 1, 2013. However, with respect to any component of the system that is not required to meet ACA requirements, the parties may mutually agree prior to the date of anticipated delivery of such component that the delivery of such component may be postponed to another date mutually agreed to by the parties. In such event, the amount of the Stand-Up Price attributable to such component shall be withheld by the Exchange until such component is implemented.

SCHEDULE 2

Service Level Requirements and Penalties

Type	New SLA #	Definition	Penalties	Frequency of Evaluation	Method of Measurement
Start-Up and Transition Activities	SIA-0	Deliver on agreed upon exchange live date. System shall be operational and compliant as of 10/1/13 so long as the project is not slowed by untimely deliverables of other involved parties (e.g. carrier responsiveness/plan and rate filings/etc).	\$2,000 for each Business Day that the vendor does not meet an unexcused Start-up or Transition requirement.	Each business day until all start-up and transition requirements are met	CT Exchange Audit, Contractor Start-Up and Transition Reporting
Hours of Operation	SIA-1	The Help Desk will be available 8am to 8pm ET Monday through Friday except at Exchange approved times for system maintenance or Exchange approved closures such as government acknowledged holidays and emergency situations. A five (5) minute flexibility corridor will be allotted for daily opening/availability time, not to exceed 4 occurrences per month.	\$1,000 per day for unauthorized closure.	Monthly	Calls Report
Answer Delay Standard	SIA-2	The Help Desk shall answer calls routed to Level 1 SHOP Help Desk representatives with an average delay of no more than 60 seconds on a monthly basis.	\$750 when average monthly delay exceeds 60 seconds per call. \$1,000 when weekly average delay exceeds 120 seconds per call.	Monthly	Automated Call Distribution Reports
First Call Resolution	SIA-3	The Tier 1 Call Center shall incorporate standards for first call resolution (resolvable calls) - 85%. The standard shall not include calls that are transferred to other call centers according to Exchange-approved policy.	N/A - to be revisited in June 2014	Monthly	Report from Help Desk Call Center Manager(s)
Call Abandonment Rate	SIA-4	The Help Desk shall assure that no more than 5% of callers abandon from the ACD queue before speaking with a Level 1 SHOP Help Desk representative excluding callers who hang up before being on hold at least 20 seconds.	\$2,000 for quarterly average abandoned call rates exceeding 5%. \$2,500 for quarterly average abandoned call rates exceeding 7%.	Quarterly	Automated Call Distribution Reports
Commitment to Resolving Open Issues	SIA-5	The Help Desk shall incorporate processes to ensure that a status update is provided to clients with open tickets within 2 business days of the initial unresolved inquiry.	\$750 when monthly rate falls below 95%. \$1,000 when monthly rate falls below 90%.	Monthly	Help Desk Reporting
Service Resolution, Escalation, and Monitoring	SIA-5	The Help Desk management team shall respond appropriately to all service escalations by members. Escalations to Help Desk managers will be tracked to identify service-based issues and a mitigation plan will be put into place to resolve any ongoing problems. Reports and the mitigation plan shall be reviewed with the Exchange quarterly.	N/A	Quarterly	SHOP Help Desk Manager Reports
Call Center Personnel	SIA-6	The Help Desk will ensure that the main phone line's monthly downtime will not exceed 1%, excluding scheduled pre-approved maintenance outages.	\$2,000 when monthly average number of incoming calls that are blocked is more than 1%.	Monthly	Reports from Telecom Carrier Outage tracked 24x7x365.
Reporting Timeliness	SIA-7	<p>Reports will be available according to a mutually agreed upon schedule. Specifics around reporting, delivery methods, and individual report frequency shall be mutually established and segregated between auto-generated and manual reports. Unless otherwise scheduled, auto-generated reports will be treated as follows:</p> <ul style="list-style-type: none"> Daily reports are made available to the Exchange by 12pm the following Business Day following the end of the reporting period. Weekly reports are made available to the Exchange by the second (2nd) Business Day following the end of the reporting period. Monthly reports are made available to the Exchange by the fifteenth (15th) Business Day following the end of the reporting period. Quarterly reports are due by the fifteenth (15th) Business Day following the end of the reporting period. Semi-annual reports are due by the twentieth (20th) Business Day of the end of the reporting period. Annual reports are due by the twenty-fifth (25th) Business Day following the end of the reporting period. 	\$50 for each business day beyond the due date for each report based on the negotiated schedule. Aggregate of report SLAs not to exceed \$750/calendar month.	Exchange will track and notify contractor in writing of a missed report within two (2) business days of the report due date.	Exchange Oversight
Reporting Accuracy	SIA-8	All mutually agreed upon reports will include accurate information. If the Exchange identifies a problem with the content of a mutually agreed upon report and notifies the Contractor, the Contractor will research and respond within 1 business day. If the Contractor agrees that the report is inaccurate, the Contractor will produce a corrected report within 1 business day.	\$100 for each additional Business Day the corrected report is not delivered after one Business Day notification. Aggregate of report SLAs not to exceed \$750/calendar month.	Exchange will track and notify contractor in writing of an inaccurate report upon recognition. Contractor has 2 business days from the date the exchange reports an inaccurate report to diagnose and produce a corrected report. For mutually agreed upon inaccurate reports, the Contractor is subject to a \$100 per day penalty beginning with the 3rd business day.	Exchange Oversight

SCHEDULE 3

Monthly Charges

The parties have agreed to a fixed monthly charge for 2014 and a "Base" or "PMPM" charge model for 2015 and thereafter.

Commencing January 2014 through December 2014, the Exchange shall pay the Contractor a fixed monthly fee of \$460,000 per month. From January 2015 through December 2015, the Exchange shall pay the Contractor a fee of \$380,000 per month or a fee based on the PMPM rates set forth below, whichever is greater. From January 2016 through December 2016, the Exchange shall pay the Contractor a fee of \$350,000 per month or a fee based on the PMPM rates, whichever is greater.

PMPM (Per Member Per Month) Rates

Up to 19,999 members - \$28.80 per member
20,000 members and above - \$23.25 per member

By way of example only, if in April 2015, 22,000 members are insured through SHOP, the Contractor's monthly charge would be \$511,500 (22,000 members x \$23.25). If, however, in April 2015, the SHOP insures 19,000 members, the Contractor's monthly charge would be \$547,200 (19,000 members x \$28.80), and if membership were only 12,000, the Contractor's charge would be \$380,000. A "member" means each life covered; i.e., an employee with four (4) family members covered will total five members.

Review of Monthly Charges

Beginning in June 2014 and in each June thereafter, the parties will review the monthly charges to compare actual membership to the projected membership set forth on Schedule 5 to ensure that the fixed monthly fees and PMPM Rates remain reasonable. This review is intended to provide an opportunity for the parties to mutually agree to adjust pricing (up or down) if there is a material variance between actual membership and projected membership. At each June meeting, the parties shall also discuss the possibility of instituting service level requirements which address membership.

SCHEDULE 4

Custom Software

BSWIFT CUSTOM SOFTWARE	
Contract requirement	Description
Notifications of employer terminations should be provided to issuers and CMS.	Create a reporting/EDI format for one-way notification of ER terminations to CMS
The system must report to the IRS employer participation, employer contribution, and employee enrollment information in a time and format to be determined by HHS.	Create a reporting/EDI format for one-way notification of this information to IRS
The system shall provide the functionality to determine employer potential eligibility for SHOP small employer tax credit, refer to IRS for detailed information on small employer tax credit, and generate on-screen notification to employers who select a Small Business Tax Credit of the possibility of tax penalties / liabilities at time of tax filing should their business size or income change.	Develop intelligent questionnaire/decision support tool (or integrate with external option)
The system shall generate a notification to CMS of appeals decisions in which a renewal is denied.	Create a reporting/EDI format for one-way notification of denied renewal appeals to CMS
The system shall verify the FEIN for a SHOP employer via an electronic interface with the IRS or other approved mechanism.	Develop a web service or similar API technology to interface with IRS or other agency to validate FEIN

<p>Public features of site, including search engine integration and indexing</p>	<p>Develop publically accessible portion of site to satisfy the following requirements:</p> <ul style="list-style-type: none"> - robots.txt file to discourage the search engine indexing of unimportant details - sitemap files to encourage the correct search engine indexing - register site maps with Bing, Yahoo, Google - meta tags to the main pages to encourage an appropriate indexing of content - Document a strategy so Google and Bing present the website as site links in search results
<p>Extend amount of time documents are stored in offline reports</p>	<p>Currently 10 days, need to extend to meet CT requirements</p>

SCHEDULE 5

Projected Membership

**HealthPass and bswift Team
Connecticut SHOP-Exchange
Estimated Number of Covered Enrolled Members**

	<u>2014</u>	<u>2015</u>	<u>2016</u>
Jan	2,024	14,104	27,307
Feb	3,036	15,204	28,407
Mar	4,047	16,304	29,507
Apr	5,059	17,404	30,608
May	6,071	18,505	31,708
Jun	7,083	19,605	32,808
Jul	8,095	20,705	33,908
Aug	9,107	21,805	35,009
Sep	10,119	22,906	36,109
Oct	11,130	24,006	37,209
Nov	12,142	25,106	38,310
Dec	13,154	26,207	39,410